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CURRENT DECISIONS

ADMINISTRATIVE LAW—SUITS AGAINST THE CROWN—JURISDICTION OF COURTS.—The plaintiff brought an action against the defendant, "his Majesty's Principal Secretary of State for War," for breach of a contract and for a declaratory judgment concerning its meaning. *Held*, that a servant of the Crown who contracts on behalf of the Crown cannot be sued on his contract and that an action will not lie against him for a declaration as to the meaning of the contract. *Hosier Brothers v. Earl of Derby, Secretary of State for War* (1918, C. A.) 119 L. T. Rep. 351.

The remedy in England for breach of contract by the government is by petition of right and not by action. An action is denied by reason of the principle of the English law that a sovereign can do no wrong and that when government officials make a contract with an individual it is the sovereign who acts through them. Following the English rule, no common law remedy existed in this country for the breach of a contract by the national or by a state government. The petition of right was deemed inapplicable because the executive is not regarded as the sovereign. The sole remedy open to the individual was a petition to the legislature for an appropriation to pay his claim. Legislation now permits such suits against the federal government to be filed in the U. S. Court of Claims. Similarly, some of the states allow suits to be brought against the state in the ordinary state courts. See Goodnow, *The Principles of Administrative Law of the United States*, 387-392.

CONSTITUTIONAL LAW—INTERSTATE COMMERCE—VALIDITY OF STATE CHARGE TO INTERSTATE RAILROAD FOR PERMISSION TO ISSUE BONDS.—The Union Pacific Railroad Company, a Utah corporation, with a line over thirty-five hundred miles long extending through several states, has only about six-tenths of a mile of main track in Missouri and the value of its property in that state is only a little over one per cent. of the value of all its property. The business it does in Missouri is purely interstate. Desiring to issue bonds secured by mortgage on the whole line, the Railroad Company applied to the Missouri Public Service Commission for a certificate authorizing the issue. A similar application was made in all states through which the road passes. The Missouri Commission granted the authority but charged a fee fixed by the letter of the state statute at a percentage of the total bond issue authorized. In order to obtain the certificate the Railroad Company paid this fee, but at the time protested in writing that it paid under duress, *i. e.*, in order to escape the statutory penalties. On a *certiorari* proceeding to set aside the Commission's judgment as an unlawful interference with interstate commerce, the Supreme Court of Missouri held that by applying for the certificate under the statute the Railroad Company was "estopped" from questioning the validity of the charge. The Railroad Company then took the case to the Supreme Court of the United States. *Held*, that the state statute was an unlawful interference with interstate commerce and that the Railroad Company was not "estopped" by its application from questioning the constitutionality of the statute. *Union Pacific R. R. Co. v. Missouri* (Dec. 9, 1918) U. S. Sup. Ct. Oct. Term, No. 65.

That the state statute imposed an unlawful burden upon interstate commerce is too clear to admit of doubt, as two very recent cases show. *Looney v. Crane Co.* (1917) 245 U. S. 178, 38 Sup. Ct. 85; *International Paper Co. v. Massachusetts* (1918) 246 U. S. 135, 38 Sup. Ct. 292. As the certificate was a com-